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*Counsel to United Plastics Group (UPG) de Mexico,
S. de R.L. de C.V.*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	§	Chapter 11
	§	
DELPHI AUTOMOTIVE SYSTEMS, LLC	§	Case No. 05-44640 (RDD)
	§	
	§	(Jointly Administered)
<u>Debtor.</u>	§	

**PRECAUTIONARY OBJECTION (SECOND) OF UNITED PLASTICS GROUP (UPG)
DE MEXICO, S. DE R.L. DE C.V., AS CLAIMANT, TO DEBTORS' NOTICE OF CURE
AMOUNT WITH RESPECT TO EXECUTORY CONTRACT TO BE ASSUMED OR
ASSUMED AND ASSIGNED UNDER PLAN OF REORGANIZATION**

UNITED PLASTICS GROUP (UPG) DE MEXICO, S. DE R.L. DE C.V. ("**UPG Mexico**") hereby files this precautionary objection (the "**Objection**") to the *Debtors' Notice of Cure Amount With Respect to Executory Contract to be Assumed or Assumed and Assigned Under Plan of Reorganization (the "Cure Notice")*.

In support of this Objection, UPG Mexico respectively states as follows:

BACKGROUND

1. On October 8 and 14, 2005 (collectively, the “*Petition Date*”), the Debtors filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the Southern District of New York (this “*Court*”).

2. The Debtors’ bankruptcy schedules list UPG Mexico as having a non-contingent, liquidated and undisputed amount of \$136,482.92 against Debtor Delphi Automotive Systems LLC (the “*Scheduled Claim*”). See Exhibit A.

3. UPG Mexico has sold the Scheduled Claim to Longacre Master Fund, Ltd. (“*Longacre*”).

4. Through the Cure Notice, the Debtors have indicated that they intend to assume or assume and assign various contracts with UPG Mexico (collectively, the “*Contract*”). The Debtors have assigned a cure amount of \$126,517.42 to the Contract.

5. UPG Mexico timely returned the Cure Notice indicating disagreement with the cure amounts listed therein. See Exhibit B.

6. UPG Mexico’s books and records do not show a contract with the account numbers ascribed by the Debtors. Accordingly, UPG Mexico has no way of determining whether or not the cure amount is correct. Indeed, as far as UPG Mexico is aware, it is owed no less than \$136,482.92 (the amount of its scheduled claim) under its agreements with the Debtors.¹

7. UPG Mexico’s counsel has contacted Debtors’ counsel to begin the cure reconciliation process. Until such reconciliation occurs, however, UPG Mexico objects to the

¹ Due to the voluminous nature of the supporting documentation for UPG Mexico’s claim and the uncertainty regarding which of UPG Mexico’s claims are being assumed, UPG has not included supporting documentation herewith and will provide such documentation upon further determination of the contract at issue.

assumption, or assumption and assignment, of any contracts listed on the Cure Notice. In addition, UPG Mexico reserves all rights to enforce its proofs of claim and scheduled claims as filed by UPG Mexico or the Debtors (as appropriate), and objects to any attempts to determine the amounts due to UPG Mexico on account of its unsecured claims against the Debtors through the Cure Notice.

MEMORANDUM OF LAW

8. UPG Mexico submits that the relevant legal authorities, if any, are set forth in this Objection and that no novel issues of law have been raised. Accordingly, UPG Mexico requests that the requirement pursuant to Local Bankruptcy Rule 9013-1(b) that they file a memorandum in support of this Objection be deemed satisfied.

RESERVATION OF RIGHTS

9. UPG Mexico reserves the right to update or supplement this Objection as necessary.

RETURN ADDRESS FOR REPLY

10. All and any responsive pleadings to this Objection must be delivered as follows:

To counsel for UPG Mexico:

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CONCLUSION

WHEREFORE, UPG Mexico respectfully requests that the Court enter an order (i) restricting the Debtors' assumption of the Contract until such time as the Debtors furnish

additional information to UPG Mexico to enable it to reconcile the accuracy of the cure amount;
and (ii) granting such other and further relief as this Court deems necessary and proper.

Dated: February 14, 2008

Respectfully submitted,

UNITED PLASTICS GROUP

By: /s/ D. Farrington Yates
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